



## CITY COUNCIL AGENDA ITEM

Date: January 7, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Carol Anderson, Interim Parks & Recreation Director  
Tim Richnak, Public Works Director  
Glenn Lapin, Economic Development Specialist

Subject: Troy Solar House Proposal (*Introduction by: Glenn Lapin, Economic Development Specialist*)

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### Background

In 2007, Lawrence Technological University (LTU) students designed and built a prototype, energy-efficient solar-powered house as a student project. The project was submitted as an entry for the Solar Decathlon 2007 event in Washington, D.C., a competition sponsored by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy. Following the Solar Decathlon event in October of 2007, the Troy Chamber of Commerce acquired the Solar House (also known as ALOeTERRA) from LTU and donated the 800-square foot structure to the City of Troy. The Solar House was subsequently relocated and rebuilt on the Troy Community Center site located at 3179 Livernois. It was Troy's intent to open the Solar House to the public as an educational resource.

Due to ongoing maintenance issues and limited City resources, the Solar House was never fully utilized as initially proposed. During 2012, City Management explored new partnerships in order to help identify alternative strategies to better enable the Solar House to achieve its educational objectives.

### Proposed Partnership

City management approached WARM Training Center; one of Michigan's leading energy education and training organizations, to explore a partnership for the future use of the Solar House.

WARM Training Center (WARM) is a Detroit based 31-year old nonprofit 501(c) 3 organization whose mission is to promote the development of resource efficient healthy homes and communities. WARM does this in a variety of ways, including consumer education, green consulting and job training. In 2009, WARM was one of the inaugural groups chosen as a Detroit Free Press Green Leader. The organization was also



## CITY COUNCIL AGENDA ITEM

named one of Charter One Bank's Champions in Action. In 2011, WARM was a finalist for Crain's Detroit Business magazine's Best Managed Nonprofit. Over the past five years, WARM has conducted energy saving workshops for approximately 20,000 residents of Wayne and Oakland counties. The organization has trained over 200 men and women in how to properly weatherize homes. WARM prides itself on both high placement rates and strong relationships with private employers. WARM is one of only two locations in Michigan to be recognized by the federal Department of Energy as a regional Weatherization Training Center. The Weatherization Training Center is located on the campus of Focus: Hope in Detroit.

### Proposal

WARM, in partnership with the City of Troy, proposes to permanently move the Solar House to its Focus: Hope location and incorporate it into WARM'S formal training programs. WARM would be solely responsible for all future programming, maintenance and obligations associated with the Solar House. The actual moving of the house will be used as an educational opportunity as well to teach about deconstruction and recycling of materials. The house would be used for two main purposes:

1. It would be used for general consumer education purposes, including school visits to the training sites and adult workshops on the principles of renewable energy and green building in general.
2. It would be used in adult job training as an introduction to renewable and green technology.

The City of Troy proposes to permanently donate the structure to WARM "as is". WARM has indicated that it has conducted a preliminary assessment of the structure's proposed dismantling, move and subsequent reconstruction on its site. WARM has agreed to assume all the costs and expenses and any liability of disassembling and moving the Prototype House. The City of Troy's Department of Public Works will be responsible for final site restoration, at the current Community Center location, after the structure has been removed. WARM will recognize Troy, the Troy Chamber of Commerce and LTU in any press releases and give recognition of the donation by signage at the relocated site. WARM's Board of Directors has approved the acquisition of the house along with its ongoing maintenance and insurance requirements.

It is expected that the proposed move of the house would be completed by June 30, 2013. The Troy Chamber and LTU have provided letters of support.

### Conclusion

The proposed partnership with the WARM Training Center would result in permanently moving the Troy Solar House from its current location at the Troy Community Center to



## CITY COUNCIL AGENDA ITEM

the WARM Training Center site located at Focus: Hope in Detroit. WARM would be responsible for all costs, expenses and liability associated with deconstructing, moving, reconstructing, and maintaining the structure. WARM would make all decisions and assume all financial responsibilities associated with the programming and future disposition of the structure. This proposed partnership would enable the Solar House to be used as originally intended for community education and training purposes.

### Recommendation

City management recommends execution of the Agreement between the City of Troy and WARM Training Center for the purposes of permanently donating the Solar House to WARM Training Center, a Michigan nonprofit organization, to be used for community education and training.

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City Attorney's Review as to Form and Legality

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Date

### Attachments

1. Agreement between City of Troy and WARM Training Center with insurance certificates.
2. WARM Training Center Proposal dated October 8, 2012
3. Letters of Support from Lawrence Technological University and Troy Chamber of Commerce

## **AGREEMENT FOR THE DONATION OF PROTOTYPE SOLAR HOUSE TO WARM TRAINING CENTER**

This Agreement is entered into by the City of Troy, Michigan, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 ("Troy") and WARM Training Center, a Michigan Nonprofit Corporation, 4835 Michigan Avenue, Detroit, Michigan 48210 ("WARM").

### **PURPOSE**

- A. In 2007, Lawrence Technological University ("LTU") students (composed of a LTU team called ALOeTERRA) designed and built a prototype, energy-efficient solar-powered house as a student project ("Prototype House") which was submitted as an entry for the Solar Decathlon 2007, a competition sponsored by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy. The LTU Prototype House was judged a runner-up for the BP's People's Choice Award Competition in October, 2007.
- B. The Troy Chamber of Commerce ("Chamber") acquired on an "as is" basis the Prototype House from LTU and donated that Prototype House to Troy where it was relocated and rebuilt on the Troy Community Center site located at 3179 Livernois, Troy, Michigan 48083. It was Troy's intent to open the Prototype House to the public as an educational resource.
- C. Due to a number of unforeseen building code compliance issues, Troy was never able to issue a certificate of occupancy to allow public admission to the Prototype House.

- D. WARM is a Detroit based 31 year old nonprofit 501 (c ) 3 corporation whose mission is to promote the development of resource efficient healthy homes and communities in a variety of way, including consumer education, green consulting and job training.
- E. WARM desires to accept the donation of the Prototype House from Troy for the purpose of using the Prototype House as an educational and training resource for the principals of renewable energy and green buildings. Since the WARM Training Center program training site is located on the Detroit campus of Focus: Hope, a Michigan Nonprofit Corporation, the Prototype House will be moved to that location.
- F. WARM has agreed to assume all the costs and expenses and any liability of disassembling and moving the Prototype House and will recognize Troy, the Chamber and LTU in any press releases and give recognition of the donation by signage at the relocated site.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, conditions and terms as set forth in this Agreement, the Parties agree as follows:

1. Transfer of Ownership. On the terms and subject to the conditions set forth in this Agreement, and as of the date of the last date on the signature pages of this Agreement (“Effective Date”), Troy sells, transfers and conveys to WARM, on an “as is” basis, all rights, title and interest in the Prototype House, including any and all fixtures, appliances, items, deck components, and batteries (“Related Items”), if any,

consideration of which is hereby acknowledged by the Parties. The risk of loss or damage to the Prototype House and Related Items passes to WARM on the Effective Date.

2. Inspection. WARM acknowledges that it has inspected the Prototype House, is satisfied with the condition “As Is” and accepts the donation “As Is”.

3. Use of Prototype House for Educational and/or Training Purposes. WARM accepts the Prototype House on the condition that it will use the Prototype House for educational and training purposes only.

4. Permits, Licenses and Approvals. WARM has obtained or will obtain, or will cause to be obtained, all permits, licenses and approvals, including demolition permits if required, from any federal, state or local authority or administrative agency concerning the disassembly, relocation and placement of the Prototype House.

5. Limitation/Disclaimer of Warranties. WARM is accepting the Prototype House “As Is” with all faults. Troy makes no warranties or representations whatsoever, express or implied, concerning the Prototype House and Related Items including without limitation any warranties with respect to the condition, quality, utility or completeness thereof. Troy expressly disclaims any and all warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose and any warranty of noninfringement of the proprietary rights of third parties, and to the extent permitted by law, WARM hereby waives any obligation, liability, right, claim or demand in contract, tort (including negligence), strict liability, or otherwise with respect to this Agreement.

Without limiting the generality of the foregoing waiver or disclaimer in this

Section, WARM acknowledges and agrees that (i) Troy neither represents nor warrants that the Prototype House and Related Items will operate satisfactorily or will comply with any applicable federal, state, or local laws, ordinances, regulations or standards, including, but not limited to, regulations and standards promulgated under federal and state environmental or building safety laws; (ii) WARM, on the Effective Date, accept the entire risk and responsibility of taking any necessary action including performing inspections and undertaking physical modifications to make the Prototype House and Related Items operate safely and satisfactorily and comply with any applicable federal, state or local laws, ordinances, regulations or standards, including regulations and standards promulgated under federal and state environmental and building laws; (iii) Troy shall have no liability or responsibility for the condition and/or operation of the Prototype House and Related Items after the Effective Date; (iv) WARM is accepting the Prototype House and Related Items based solely upon WARM's own inspection, evaluation, review and analysis; and (v) to the extent permitted by law, WARM assumes the entire risk associated with its inspection, evaluation, review and analysis being incomplete or inaccurate.

6. Authority. The Parties acknowledge and that they have full authority to execute and perform in accordance with this Agreement; that this Agreement constitutes a valid and binding obligation of the Parties; and that this Agreement and all transaction contemplated herein have been duly authorized by all requisite authority, and will not result in a violation of any of the terms and provisions of any charter, by-laws or other governing documents as applicable, or any other agreements to which either of the Parties are bound.

7. Certified Resolution: WARM shall give to Troy a certified resolution of its Board of Directors authorizing WARM to enter into this Agreement and giving the Executive Director of WARM authority to sign the Agreement accepting from Troy the donated Prototype House and authorizing WARM to move the Prototype House from Troy.

8. Insurance Requirements. WARM shall carry general liability insurance and automobile insurance each in the amount of \$500,000.00 per occurrence and aggregate limit for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement. WARM shall also carry workers compensation and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement. Troy shall be named as an additional insured on the general liability policy using the following wording: "City of Troy, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the City, boards, commissions and/or authorities, or board members, employees, and volunteers are additional insureds" on ISO form B or broader. Troy shall be notified of any cancellation of that insurance within 30 days. Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and void unless WARM immediately provides proof of renewal of continuous coverage to Troy. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to Troy. Proof of insurance meeting these requirements shall be provided to Troy before execution of this Agreement.

WARM is responsible for any deductibles to any of the policies. WARM shall furnish three (3) complete copies of the acceptable Certificates of Insurance. If any of



the policies expire prior to the complete removal of the Prototype House and Related Items from the City of Troy, WARM shall deliver renewal certificates and/or policies to Troy, Risk Manager, at least ten (10) days prior to the expiration date.

9. Indemnification and Hold Harmless. To the fullest extent permitted by law, WARM agrees to defend, pay on behalf of, indemnify, and hold harmless Troy, Troy's elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by the WARM as outlined in this Agreement or as relating to or resulting from those activities.

10. Time for Removal of Prototype House. WARM shall have until June 30, 2013 ("Deadline Date") to remove the Prototype House and any Related Items from the City of Troy. If WARM is unable to remove the Prototype House and Related Items from Troy by the Deadline Date, an extension of time may be requested in writing to Troy's City Manager. Troy's City Manager may grant an extension of the Deadline Date in writing if WARM can demonstrate that it has been unable to timely remove the Prototype House and Related Items due to no fault of its own and has made every effort to complete the removal. Troy's City Manager shall have absolute discretion to

determine if WARM has demonstrated adequate effort or circumstances beyond WARM's control.

It is important to Troy that the disassembly and removal process be completed as quickly as possible after the process begins. Troy is willing to work with WARM to insure a successful relocation of the Prototype House and its Related Items. However, if WARM fails to remove the Prototype House and Related Items by the Deadline Date or any extension(s) granted by Troy's City Manager or if WARM begins the disassembly and removal process and fails to complete the removal in a timely manner, Troy may remove the Prototype House and its Related Items or any portion of the Prototype House and its Related Items to a different location in the City of Troy upon fourteen (14) days written notice to WARM. WARM agrees to pay all costs incurred by Troy to remove the Prototype House and its Related Items or any portion of the Prototype House and its Related Items. Troy shall not be responsible for any damages caused to the Prototype House or its Related Items resulting from its removal or relocation of the Prototype House or its Related Items.

11. Site of Relocation of Prototype House. WARM agrees that the Prototype House will be placed on property owned by FOCUS: HOPE, a Michigan Nonprofit Corporation, at: 1355 Oakman Blvd., Detroit, Michigan. Prior to the execution of this Agreement, WARM shall provide to Troy a certified resolution from the Board of Directors, or other appropriate entity having control over the actions of FOCUS: HOPE, authorizing WARM to place the Prototype House and related items that is the subject of this Agreement on the FOCUS: HOPE site designated above.

If, for any reason, WARM is unable to place the Prototype House at the location designated above, WARM shall request in writing addressed to the Troy City Manager that it be allowed to relocate the Prototype House to another specific location. The Troy City Manager shall have absolute discretion to authorize in writing an alternative site proposed by WARM for the Prototype House. All other terms and conditions of this Agreement would remain in effect.

12. Disassembly and Removal Planning Meeting. At least two (2) weeks prior to the date that WARM is planning to begin disassembly of the Prototype House and its Related Items, WARM shall schedule a meeting with the City Manager, or his designee, to discuss plans for disassembly and removal of the building. WARM and Troy may have its employees or representative attend the meeting to set a schedule for disassembly and to make plans for proceeding with the disassembly and removal.

13. Final Notice of Removal Date. WARM shall notify Troy at least two (2) weeks prior to the date WARM intends to begin disassembly of the Prototype House or any Related Items so that Troy may disconnect any water, sewer or electrical service. Troy shall assume the cost of disconnecting said services. If WARM fails to notify Troy and begins removal, Troy shall have the right to deny entry of WARM onto the property to remove the Prototype House or any Related Items until such time as those services have been disconnected.

14. Duty to Secure Site. On the effective date of this Agreement, it shall be WARM's responsibility to secure the site to prevent any hazardous conditions from existing on the site which may cause harm to the public. If WARM fails to secure the

site after the Effective Date, Troy shall have the authority to secure the site and WARM agrees to pay for Troy's costs, including materials and labor.

15. Repair of Damage to Troy Property. WARM shall be responsible for the removal and disposal of any debris left after the Prototype House and Related Items have been removed from the City of Troy. Any portions of the Prototype House or Related Items left on Troy's property after the Deadline Date for removal or the adjourned Deadline Date for removal may be disposed of by Troy after thirty (30) days written notice to WARM. WARM agrees to pay Troy for the cost of removal and/or disposal.

16. Independent Contractors. Each Party is an independent contractor and, except as otherwise provided herein, no Party is authorized to create any obligation on behalf of any other Party.

17. Entire Agreement, No Waiver. This Agreement constitutes the entire agreement of the Parties, and supersedes all prior and contemporaneous agreements and negotiations between the Parties concerning the subject matter herein. Except as otherwise set out herein, no amendment to the Agreement will be binding upon any Party unless it is in writing and is signed by an authorized representative of each Party. Failure by any Party to enforce any term or condition of this Agreement, or to exercise any right hereunder, will not be construed as a waiver of such term, condition or right.

18. Assignment. No Party may assign any of its rights or delegate any of its duties under this Agreement without prior written consent of the other Party unless otherwise set out herein.

19. Notices. All notices, requests, demands and other communications under this

Agreement will be in writing and will be deemed to have been given when delivered personally or by expedited courier service, or when mailed by certified mail return receipt requested with postage prepaid, or upon receipt of a facsimile transmission report in the case of a telefax, addressed to a Party at its address set forth below, or to such other address as may be designated by notice given to the other Party:

To Troy:                      City of Troy  
                                     500 W. Big Beaver Road  
                                     Troy, MI 48084  
                                     Attention: City Manager  
                                     Facsimile: 248-524-0851

To WARM:                    WARM Training Center  
                                     4835 Michigan Avenue  
                                     Detroit, MI 48210  
                                     Attention: Robert Chapman  
                                     Facsimile: 313-894-1063

20. Law and Jurisdiction. If there is any dispute or difference of opinion between the Parties regarding construction, interpretation or application of this Agreement or the rights and liabilities of the Parties, the Parties will strive to settle the same amicably. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Michigan. The Parties agree that any cause of action concerning this Agreement shall be filed in the Oakland County Circuit Court. If any provision of this Agreement contravenes any applicable law, then such provision will be deemed severed, but only to the extent necessary to comply with such law, and the remaining provisions will remain in full force and effect.

21. Captions. The captions will not be deemed a part of this Agreement, but are inserted merely for the convenience of the Parties.

22. Public Announcements and Signage for Prototype House. WARM agrees to prepare a press release regarding the donation of the Prototype House by the City of Troy, the Troy Chamber of Commerce and Lawrence Technological University. The Parties will consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby.

WARM agrees to acknowledge the donation of the Prototype House to WARM from the City of Troy, the Troy Chamber of Commerce and Lawrence Technological University by the installation of a sign at a conspicuous place of WARM's choosing on or near the Prototype House. Troy shall approve the final signage before installation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in counterparts by their duly authorized representative.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF TROY, a Michigan Municipal  
Corporation,

By: \_\_\_\_\_  
Dane Slater, Mayor

By: \_\_\_\_\_  
Aileen Bittner, City Clerk

WARM TRAINING CENTER, a  
Michigan Nonprofit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Robert Chapman, Executive Director

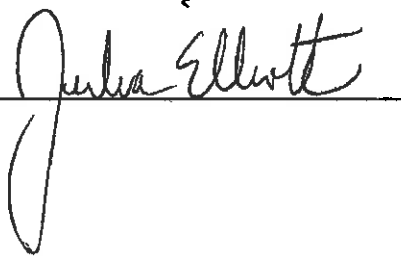
Dated: \_\_\_\_\_

**Resolution of Corporate Authority**

**January 17, 2013**

RESOLVED, that the Board of Directors of WARM Training Center unanimously approves WARM's entry into an agreement with the City of Troy for the donation of the Prototype Solar House to WARM, giving the Executive Director of WARM authority to sign the Agreement accepting from Troy the donated Prototype House and authorizing WARM to move the Prototype House from Troy.

Corporate Secretary Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Julia Elliott", is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniel L Lemmen  
Grand Valley Insurance Agency, LLC  
PO Box 510  
11410 - 48th Avenue  
Allendale MI 49401-0510

CONTACT NAME: Daniel L Lemmen  
PHONE (A/C No. Ext): (616) 895-4014 FAX (A/C No.): (616) 895-6696  
E-MAIL ADDRESS: dlemmen@gvins.com

INSURED WARM TRAINING CENTER  
4835 Michigan Ave.

Detroit MI 48210-

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NSI - West Bend Mutual		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NSL 1010299 04	10/15/2012	10/15/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N		/ /	/ /	MED EXP (Any one person) \$ 10,000
					/ /	/ /	PERSONAL & ADV INJURY \$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				/ /	/ /	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				/ /	/ /	\$
A	AUTOMOBILE LIABILITY				/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				/ /	/ /	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	N	N	NSL 1010299-04	10/15/2012	10/15/2013	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N			/ /	/ /	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			NUL 1481309-02	10/15/2012	10/15/2013	AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$				/ /	/ /	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				/ /	/ /	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A	N/A	/ /	/ /	E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$
					/ /	/ /	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"CITY OF TROY, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, THOSE WORKING AS AGENTS OR ON BEHALF OF THE CITY, BOARDS, COMMISSIONS AND/OR AUTHORITIES, OR BOARD MEMBERS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED".

**CERTIFICATE HOLDER****CANCELLATION**

(248) 524-3314 (248) 524-3499  
GLENN C. LAPIN  
  
CITY OF TROY  
500 W BIG BEAVER ROAD  
  
TROY MI 48084-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Daniel L Lemmen*



# CERTIFICATE OF LIABILITY INSURANCE

WARM-1

OP ID: PAB

DATE (MM/DD/YYYY)

12/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Comerica Insurance Services  
MC7969  
P. O. Box 75000  
Detroit, MI 48275  
Michael Maldegen

Phone: 800-713-0336

Fax: 313-222-3131

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Star Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
WARM Training Center  
4835 Michigan Ave  
Detroit, MI 48210

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY PRO-JECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	0147320A	11/01/2012	11/01/2013	X WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CIT1TRO

City of Troy  
Attn: Glenn Lapin  
500 W Big Beaver Road  
Troy, MI 48064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# WARM Training Center

*Promoting Sustainable Affordable Communities Since 1981*

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October 8, 2012

Michael Culpepper  
Interim City Manager  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

Dear Mr. Culpepper:

The purpose of this letter is to summarize the previous conversation I had with you and some of your staff concerning the status of the ALOeTERRA solar house currently located on the Troy Community Center grounds. Briefly, WARM proposes to take ownership of the house – in “as is” condition - and move it, at no cost to the City of Troy, to WARM’s training facility in Detroit, where it will be used as a job training tool as well as an educational resource for residents of all of Southeastern Michigan. In this letter, I would like to give you some background about both WARM and the uses to which we intend to put this house.

## Background on WARM

WARM Training Center (WARM) is a Detroit based 31 year old nonprofit 501© 3 organization whose mission is to promote the development of resource efficient healthy homes and communities. We do this in a variety of ways, including consumer education, green consulting and job training. In 2009 WARM was one of the inaugural groups chosen as a Detroit Free Press Green Leader. We were also named one of Charter One Bank’s Champions in Action. In 2011 WARM was a finalist for Crain’s Business magazine Best Managed Nonprofit. Over the past 5 years we have conducted energy saving workshops for approximately 20,000 residents of Wayne and Oakland counties. We have trained over 200 men and women in how to properly weatherize homes. We pride ourselves on both our high placement rates and our strong relationships with private employers. We are one of only two locations in Michigan to be recognized by the federal Department of Energy as a regional Weatherization Training Center. The Center is located on the campus of Focus: Hope in Detroit.

## Use of the ALOeTERRA house

We are proposing to move the house to the Focus:Hope location and incorporate it into our formal training. The actual moving of the house will be used as an educational opportunity as well to teach about deconstruction and recycling of materials. The house would be used for 2 main purposes:

1. It would be used for general consumer education purposes, including school visits to the training sites and adult workshops on the principles of renewable energy and green building in general.
2. It would be used in adult job training as an introduction to renewable and green technology.



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While we train for weatherization work and not renewable installation today, we do include some background on renewable so that as the industry grows our trainees have some knowledge of green and renewable principles. My point is, the house will get used to educate both the general public and for job training purposes. The Focus: Hope location is surrounded by a high fence and has 24 hour patrolled security.

## *Next Steps*

I have briefed my Board of Directors and they have approved the acquisition of the house and the ongoing maintenance and insurance. We have done a preliminary assessment on what it would take to disassemble and move the house. We will have to do a more detailed plan. We are asking that the City of Troy donate the house to WARM, a nonprofit entity. WARM will assume all the costs and any liability associated with the move. I would ask that your City attorney assess what legal steps have to be taken to execute the property transfer. Down the road I would also like whoever is the appropriate person at your end who handles public affairs to have a conversation with my development director Lisa Grace to coordinate any press releases or related media coverage and also to discuss signage to recognize the donation. There may be other matters that you may have in mind. Please advise on what you believe should be the next steps.

The WARM Training Center looks forward to partnering with the City of Troy on this exciting project to provide an outstanding educational resource for the residents of Southeast Michigan.

Sincerely:

Robert Chapman  
Executive director  
WARM Training Center



November 26, 2012

Mr. Brian Kischnick  
City Manager  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Dear Mr. Kischnick:

Although we no longer have any property or legal interest in the Solar Decathlon House, we at Lawrence Tech are extremely pleased to hear about Troy's decision to donate the Solar Decathlon House to WARM Training Center in Detroit for relocation to the campus of Focus Hope for training. Using the house to educate on the principles of de-construction and re-construction of building components is a much needed skill in society today.

The adaptive reuse of existing residential, commercial and industrial properties in an economical and intelligent manner requires the careful de-construction of building components for recycling and reuse. The encouragement of sustainable practices both in the design of new buildings and the salvaging of old is critical to preserving our environment, now and in the future.

Again, we applaud the efforts of WARM Training Center with regard to the training as well as the willingness of the City of Troy to offer the house to them for relocation and training. We wish all involved well in this important endeavor.

Best regards,

Jos. C. Veryser, AIA, LEED AP  
University Architect

cc: Michelle Hodges  
Troy Chamber of Commerce



November 26, 2012

Brian Kischnick, City Manager  
City of Troy  
500 W. Big Beaver Rd.  
Troy, MI 48084

Re: City of Troy's Donation of Solar Decathlon House to WARM Training Center

Dear Brian:

Although we no longer have any property or other legal interest in the Solar Decathlon House, we at the Troy Chamber fully support Troy's decision to donate the House to the WARM Training Center in Detroit for relocation to the campus of Focus Hope for training.

Advancing the importance of sustainable best practices is important to the future, and we enthusiastically support any effort to that end.

The Troy Chamber is grateful to the WARM Training Center, Focus HOPE, and the City of Troy for embarking on this effort, and would be happy to assist as it moves forward.

Best wishes for a successful outcome.

Sincerely,

Michele Hodges, President  
Troy Chamber of Commerce

CC: Jos. C. Veryser, AIA, LEED AP  
University Architect, LTU